Policy Endorsement

The following endorsement changes your pollsy. Please rood intercommut catefully, and seep it with your pollsy.

This Engersament Changes Your Policy - Resp. it With Your Policy

New Mexicu

Building Structure Reimbursement Extended Limits Endorsement Deluxe and Deluxe Plus Homeowners Action

For an additional promiting and when the Folicy Declarations lichicates that the 'Apiliding Structure' Rolinding among Extended Limits Endorsoment: applies, your policy is amonged as toloyes

- h Seatton I Your Pipperly, under Losses We Do Not Cover Unior Coverages a slid B. Hem At.d). Tust or other confesion, mold, wat or thy role to papeage by:
- 10 di ibst of other corresion:
- in Sacilan Your Property, under Losens Wo Do Not Cover Under Coverages A and B. the following Is added
- 24. Mold, jūjigus, vietrot, dry tot or bacteria. This includes any loss which in whole or in part arises Utror je egoravalad by or results from mold, fungus, wat rot, ary rot obtioning: ** ***
 - This excludion applies addardess of whether mold; unous, vector, div not of highers are serion.

 Why office outse of loss, including but not limited to a loss involving water, water damage of
 discharge, which may otherwise he covered by this palicy, except as specifically provided in Section
 1. Conditions Mold, Eunque, Wet Rot and Div Rot Remobilation as a Direct Result of a Covered
 Water Loss.
- th Section (Your Property, ander Losson We Do Not Cover Uniter Coverage C: the following is
- jo Molet fundus; wet rot, dry rot or bacteria. This includes any loss which the whole of the part, addes out of, is egypavated by or results from mole; funding wet rot, dry rot of bacteria.

This exclusion applies regardiess of whether mod fundes, we not, any ret of barrens arises from any office of the control of t

Bano 1

T, Canallane — Mold, Pongos, Wel Hal and Dry Hol Remediation es & Direct Rusult of a Coveren Water core

102 h Seatlan I.— Your Property, ander Additional Projection—Additional Living Expense to replaced by the following:

Adultional Living Expense

a) We will have reasonable increase in living expenses parassary to manifely your normat standard of living when a direct physical loss we cover under Coverage A — Dwelling Property Protection, Coverage B — Other Structures Protection or Coverage B — Personal Property Protection, Coverage B — Other Structures Protection or Coverage B — Personal Property Protection of Coverage B — Protection of

Payment for additional living expense as a resulf of a bovered loss under boverage h—
Dwelling lipiteblen, Coverage B—Ottor Strubluras Profestion of Goverage C—Personal
Property Profestion will be united to the least of the following:

- 1) the firms period required to repair or replace the property we only using due dilipance and displaced in the contract of th
- 2) : if you permanently relocate; the shortest filme for your household to settle elsewhere; or
- 31 12 mainths
- We will pay your lost fair remai income resulting from a dovered loss under Coverage A Dwelling Protection Coverage B Other Structures Protection or Coverage C Recount Property Protection less that pessend expenses which do not continue their stoss we cover only Coverage A Dwelling Protection, Doverage B Other Structures Protection of Onverage B Petrone Protection of Pr
- We will now the reasonable and necessary motores in living expenses and the lost fail round liceone for up to two weeks elicular sixth authorities prohibit the use of the condense premises the to a lose at a neighboring premises caused by a lose we have against those or the reasonable premises of the to a lose we have against those or the payments for herease in Tying expenses or your lost fair fental longure expense que to the payments for herease in Tying expenses or your lost fair fental longure expense que to the conduction of mold, begod, wet for or dry rotivill not be eald in addition to any amounts begod or payable under Section 1; Conditions Mold, Fungus, Wet Rotand Dry Hot Remainable on as a Direct festul, of a Covered Water Lose.

na var

These periods of time are not lighted by the letinhealion of this polley.

We do not cover any lost income or expense due to the bance lation of a lease or agreement.

No tieductible applies to this protection.

Under Section 1 - Bunditions, condition B. Hiny We Pay For A Loss, is replaced by the following:

5. How We Bay For A Loss

- a) Lossov to Dwelling. Under Caverage A Overling Protection, payment for covered loss to your dyrelling will be by one of the following methods:
 - 1) Replacement Cost. If you no not repair; rebuild of replace the damaged, destroyed or stolan covered property. Tosses under Doverage A Dwelling Projection will be paid on a teplace) with cost basis. This means there will not be a deduction for depreciation. This payment includes the reasonable and recessory expense for the theologic or removal and disposation contaminants, toxins or politically as required to complete rapation. This replacement of that pait of the helding structure garraged by a covered loss. This payment shall hot include any amounts winten may be paid or payable under Spullen I, conditions— Mold. Fungus, Well Holland Dry Hol. Remediation as Alight Result of a Covered Water Loss, and shall not be payable for any lossey excluded in Section I.— Your Proporty under Loss, and shall not be payable for any lossey excluded in Section I.— Your Proporty under Loss, and shall not be payable for any lossey excluded in Section I.— Your Proporty under Loss, and shall not be payable for any lossey axing the fining.

Applecentant Bost payment will not exceed the strallest of the following undurts:

If (the replacement obstor the pains) of the ramaged dwelling and establish building

althour a will equivalent very coron to second a second residence.

Sitemasses

- The option of actually and necessarily specific repair of replace the damaged unelling and attached building elitically with any specific construction for similar used in the same and the same attached by a managed the same attached by a managed to same attached by a managed
- (iii) the limit of liability applicable to the dwalling and attabled building structurats) as shown of the Policy Declarations for Coverage A Dwalling Protection.

If you replace the clamaged fluelling and attached building structure is at an address of the Cuan encount of a new follow Declarations through construction of a new following structure or purplied of an expeditional day actually actually a subject of an expedition of a new following building actually a such replacement with most made in a hidden personal who are the arrounced and independent of any personal provide under the placement of a new fact that a such a subject of any fact of a new fact of

Fleplacement Cost will not apply for

1). property covered under Coverage A Dwelling Protection that is not part of the

Paga 3

- property covered under Coverage B -- Other Structures Protection
- 3) property obvered upider Coverage C—Personal Property Projection:
- A) structures figirare not building structures, whether or not attached to the invulling. subicas fences, swimining pocis, patice, ayminus, catpeting and butdoor enteriors; or

Replacement dear payment will not litelate any increased cost due to the enjoicement at billding codes, ordinarious or laws requiating the constitution; reconstruction; dilbiliud bodasha kirs antilgwir eit to noillionan no noirgoler, disgel, eansinism structures rexcept as provided in the Deluxe Plus Homeowners policy under Southin L Aibilional Pioteolion, ilem 10 'Auliding Codes'.

You may make claim tor additional payment as described in paragraph 2 below, if applicable, if you repair, rebuild or replace the damaged, destroyed or stolen covered property within 180 days of the Replacement Cost payment.

Bullilling Structure Rollibursameht. Undar Coverage A.—Dwelling Protection, we wi make additional payment to ralinburse you for cost in excess of Replacement Cost It you repair rebuild of replace flictormaged, destroyed of stolen povered property. This additional payment inclodes the masionable and necessary expense for treatment or removal and disposal of contaminants, toxos or pollulants as required to complete repair or replacement of that part of the building elimiting (a) damaged by a covered loss this in additional paymankulali not include any pindunts which hay se paid or payable under Sachonil, Condillons — Mold, Fangys, Wet Act and Dry Ant Remediation as a Direct of Result of a Covered Water Local and shall not be payable for any locales excluded in Sention: (--- Your Property under Losses We Do Not Cover Under Coverages A sint B. ..

- This additional payment Will mily segmade ():) You history your dwelling; at a chet siructures and perached building structures to rock of replacement past as addennined by:
 - an Allstate Hunde Heplacement Post Earlmator chimpleton and based on the goodrapy of Information you furnished or
 - 2) our inspection of your realdence premises:
- il): You have accepted the Property liburance Adjustment Condition, agree to accept each and cal adjustment in the Coverage A Dwelling Protection limit of liability and pay anyaddillodal prembol obarged and
- You nouse while by days of the stant of any modifications that notes a the goprendie value of your dwelling, attantel structures and detached building situatures at the residence premises by \$5,000 or more; and pay any resulting. additional premium due for the increase in value.

Bulliding Structure Heimbursement will not exceed the smallest of the following amounts:

- including content and political arms and the control of the content of the conten structurata) with a full all the construction for all the contractions of the contraction of the contraction
- II): The amount geneally and heresearly spent to repair of fedbace the damaged howalling and attented building steachure (a) with equivalent construction for similar year on the Sanie residence premises on III) in 20% of the Jimit of Dahility applicable to the awelling and attached building
- structure(s) as shown on the Police Declarations for Boverage A -- Dwalling. Protection, regardless of the number of building structures involved in the loss.

It you replace fie damaged dwelling and attached building structure(s) at an address: other than shown on the Policy Declarations through construction of a new building structure or purchase of an existing building structure, such replacement will not immease. the amount payable under Bullding Strubluce Relimbursement described above. The amount payable upper Building Structure Reimpersonant described above does not iriollog the value of any land eescolated with the replacement structure of

Building Structure Reimbursement payment will be ilmited to the difference between any floolscothene chot paymont inage to the covered loss to the divelling and attached dypote (ill in (I) to taellame and the send buris politically and the send and the control of th

- Bullifing Stydolore (18)mpasement will rocepply in property governed proof. Coverage A — Dwelling Protection that is not part of the
- pycoporty obvered under Coverage B.—Other Structures Protection that is not a hallding superpression
- (II) Property rovered under flaverage C -- Porsanti Property Protection;
- tonilewb eff of verdens for acreement, servicuris initiant on oresent servicuris. (vi servicure romano una publicariscs equilows solver, sicus printrionws, services halls:
- Building Structure Reimbursement payment will not include any increase begat due to tite entorcement of building codes; addinances of buyenggulating the constructions. reconstniction (maintenance, repelly, repeat no not the maintenance and attached building structures, except as provided in the Deluxe Plus Honleowners policy under
- Losses to Other Structures and Personal Property. Linder Countings B. Other Structures Protection and Covered C-Porsonal Property Protection, payment for covered lines will be:

Stollan I Additional Protection, item 10 Building Bodgs

by one of more of the following methods: repult; rebuild or replace the damaged; destroyed or stolen property it:

- the whole amount of loss for property dovered under Coverage 0 Other Structures Protection: williout deduction for depreciation, is less than \$2,000.
- the whole animum of loss for property covered under Onverage C Personal Property Profession, without dedication for depreciation, is less than \$2,600 and if your Policy Declarations shows that the Parsonal Property Reinforcement/provision triangly united the property is not explicited from the Personal Property Reimoursement. provištun,
- Astual Cash Value, It you do not repair or replace the damaged, dastroyed or stolen property, payment will be on an actual dash value besis. This means there may be a Heduction for depreciation. Payment will not exceed the limit of liability shown on the Policy Declarations for the coverage that applies to the damaged, postroyed or stolenproperty; regardless of the number of learns involved in the loss.

You may make olalm tor additional payment as described in paragraph 3 below: if : " applicable, if you repair or rapiace the damaged destroyed by stolen sovered probarts within 100 days of the actual padifyalue payment

Building Structure Reimburgement Linder Coverage B.- Other Structures Profesion: we will foake additional payment to religious you for the post in excees of actual cash : value it vuir repair, jehund or replace damayed, destroyed or stolen covered property? ovililit. 180 days of the acrual cash value payment: This additional payment includes the reasonable and nevestally expense for treatment of removal and eleposal of contaminants toxins or polintants as required to complete repair or replacement of that part also building structure(s) demograph by a polvered loss, this additional payment shall not identite any amounts which may be paid or payable under Section I. Connitions — Mold, Funding Well Roll and Dry Rui Remediation as a Direct Flexuit of a Covered Water Loss, and shall ndi ba payable for eny loseus excluded in Soction I -- Your Property, phyor Eosees Wa Ud Not Cover Under Coverages A and B. Hem 2

This additional payment will duly be made it:

- Developments your dwelling attached attached attached believed building structures to 100%
 - of replacement coeras determined by:

 "I) arrivilatate Home Replacement Gost eatingtor completer and based on the accuracy of Information yuit tomished; out inspection of your residence premises;
- You have accepted the Property liquidate Adjustment Condition, agree to accept each annuel adjustment in the Dovorage A --- Dwelling Protection limit of Jability, and pay any addijonal premium charged; and:
- You notify he within 50 days of the etait of any modifications that horeage the apprepate value of your likeliter, affached atprotores and detached building structures at the rositiance premises by \$5,000 or mole, and pay any resulting additional premiure due for the increase in Value.

Duilding Structure Commencement will not exceed the emellect of the coloring amounts.

() The replacement post of the part of the billiding structurals) for agricultural of the part of the part of the part of the semilar of the sem

- onining papaman nu eddyn toʻrliggot ot mana yilidaassan ona yiladda toʻrion aith (i) banabtaad agusa adt no asu rallmis rot novlaquan oo toʻslagiya yiliyo (atambadis banabtaad agusa adt no asu rallmis rot novlada ay novlada yili agamanin oo laga manin
- ill). 120% of the limit of hability applicable to the building structure(s) as shown on the Polloy Declaration for Coverence II Ulber Structures Protection, regardless of the plumber of building structures and attactures other than building structures involved in the loss.

If you replace, the demaged building afroctive (a) at an abdress other than shown on the Policy Declarations through construction of a new building atrudure or purchase of an existing building atructure, such replacement will not increase the analust payable under Building Structure Baimburseinent described above the amount payable under building Structure Baimburseinent described above for the amount payable under building Structure Reinbursein described above governet include the value of any land asserted above governet include the value of any land.

: Bûllding: Structure Retribursement paylnoot will be limited to the difference butween any. actual cash gatue payment made for the opyored loss to building africtions and the amaliest of Al-Urair III) above:

Hulldhy Shabare Helmousement will not apply to:

- (1) property sovergo under Gaverage C Personal Property Protection.
- II) arabany boyened unitof Cuyanida u Other Structuras Protection in at le not a building structura —
- hullding gruoture |||) : Yall W. Wall paiputhig, Tenues, awoings and outdoor, antennas whether or nor distended | (b) a public of outre of
- vi alanda

Psyment under paragraph 1-2, or a spece will not include any inpressed to stiple to the current and the construction of the co

4) Paradial Property telimbuts epicht. When the Follow Declarations shows that the Paradial Property Religious and property Property Religious and property Property Religious and property Protection, we will make additional payment to religious a you tot the coar it excess of a provided cash value if you repair, required or replays damaged, destroyed or sloken coyored payment. Property or wall-to-wall carpelling within 100 days of the actual cash value payment.

Pálla 7

Personal Property Relitibursement payment will hot expect the amallest of the following:

- i). :: the emount potually and necessarily spent to repair or teplace the property with similar property of like kind and quality.
- the cost of repair or restoration; or
- III) the limit of liability shows on the Policy Declarations for Coverage C Personal Property Protection, opany special limit of liability described in the policy, regardless. of the number of liernoral personal property involved in the lossy.

Personal Property Relimburgement will be finited to the difference between any actual cash yalde payment made for the covered loss to personal property and the smallest of 1), 1/1 or --

Personal Property Helmbursement will not apply to:

- he property insured and of advictage A . Dwelling Prolocitor and Coverage B .— Officer
 - Structurus Protection; except wall-to-wall carneting :
- antiquos, the arts, paintings, statud y and smillar anticles which, by their inherem
- ristore) cannot be replaced. antistes vijose age or filatory contribute auterantially to their value. This instruces, but le not littiled to tramorabille, admolipa and collector, a femal of
- property that was obsolete on unwably for its unumally intended purpose because of rago or condition vilor to the loss.

in Section: --- Canditions, the following is added

Mold, Fortous, Wet Hot and Dry Rot Homodiation as a Direct Hostill of a Covered Water Loss

in the event of encivered water loss phase coverage A----Dwolland Projection, Coverage B--Other Structures Protection of Coverno C - Personal Property Protection, we will pay up to \$4-01.0 For rould Junious, were rotter dry rat remedication.

Remediation means the reasonable and necessary treatment, removal or disposal of mold; rangus well rot of dry rot as regulred to complete repair or replacement of property we cover under Coverage A — Dwelling Protoclion, Coverage B.— Other Structures Protection or Coverage C.— Parkonal Proparty Propositor damagest by a govered water loss, including navoyent for any reasonable increase in living expenses monseary to maintain your normal standard of living it inotit. Sungue, wet it is not makes your residents premiers upphabilable nementation also polities any hivestigation of residne to detect, neasons of evaluate moid, lungue, yet reser pry tot...

This Caridition does not increase the limits of liability under Coverage A — Divolling Profession; Coverage B - Other Siructures Protection of Goverage C - Personal Property Protection.

Case 1:09-cv-00995-BB-RHS Document 1-5 Filed 10/15/09 Page 9 of 12

- VII. hi Section h— Family Liability and Guest Madical Protection, under Losgos We Do'Not Cover Under Coverage, X the following is stided
 - Tr. We do nincedver hously sharry of property demane which, in whole of first less out of, is a desired by drespite from more largue, we profy dry series papered.
 - 18. We do not cover any liability imposed whon any insured person by any governmental authority for boddly injury or property denieties which, in whole or in part, arises out of, is appravated by or results from moto, hingus, well for dry for or beloters.
- VIII. in Section I) Family Liability and Guest Medical Protection, under Losses We Do Not Cover Under Boverage Y, the following is added:
 - 14. We do not cover hously injury whilely in whole or in part arises out of, is aggressed by or results and infold, thingus, wor for dry for chacleria.

vall other policy ferms and realitificits apply.

Dana U

Policy Endorsemen

The following andorsoment changes your policy. Please read this document barefully and keep it with your

This Endorsement Charpes Your Policy & Keen It With Your Policy

New Mexico Amendatory Endorsement - 22270

The Geiferal Seption is amended as follows:

The following provision is added:

f wo mail a convellation notice behalise you didn't pay the regular premium who the and you then teniler; paynight cychock; graff, ox ging temiltance which is not honored daon presontation; your policy will terrificate on the date ord links shown on the conscellation notice and any notice we issue which walves the cancellation of reinstates coverage is sold. This means that Allstate will not be liable under. This polloy for claims or cantages after the date and thre indicated on the cancellation notice:

The Dancellation provider is replaced by the following

Canoellallon Your right to congel

Tour ray cannol this police by informor frome aroundativing us of this future data you wish to aro

Allatvile inax čárice) tine jehov by majlini nodlos to von at the majlini addiesa serovo on the Folicy Declarations: Qur najling of the campallation orate to von enal, be calajnad to be proof of rights, when This policy has been in allegation less than 60 days, and is not a relieved with its we may concel this policy for any reason by mailing you notice at least 10 days before the cancellation takes effoot.

When this policy has been in effect for 60 days or more, or if it is a rollewal with its; we may rained this holloy to one or more of the following reasonst:

- Non-payment of premitent of
- the hollog has been obtained through material representation; trainiple of state thems Omissions or concealment of facts material to the acceptance of tisk or hazard assumed by Aletate
- Willigh and negligent data or omission by an insured person that have substantially increased the thazerds instruct against or
- You present a claim based on final or mutural representation; of

5) * There has been substantial disappe of ingregge in hazard in the risk we diginally accepted.

ff the cancellation is to poor payment of prefolum, we will intell you notice to days before earlied lation takes effect. It pancellation is for any of the citric reasons; we will mall your notice at least to days before the pancellation takes effect.

Our mailing, the notice of darbellation to you will be deemed to be proof of notice. Coverage until this policy will be proof of notice. Coverage until this policy will tennine on the effective and all light of the proof of the particular of cancellation or as soon as possible. However, retuind or an armed premium is not a condition of same litting.

Any unearned premium amounts under \$2.00 will be rejunded only upon votif request.

Our Right Not to Renew or Continues

Allstate has the more received in a continue the notice become our entering an executive and state in weadon't Intend to renew or continue the policy, we will mall you notice at least 30 days before the end of the continue greining police the mall of the notice of notice are not become proof of notice.

The following provisions are added:

What Low Will Apply:

This bollby is issued in appointence with the laws of New Mexico and covers property of risks publicably. Livetod in New Mexico: Subject to the following paragraph; the laws of New Mexico shall govern any and all Diginis or plantifes thany way related to this policy.

(talcovered less to property, or any other progreence for which coverage applies under phis policy liappena outside New Mexico, claims or disputes requiding that powered less to property orably billier covered securrence may be dispanied by the laws of the Jure Biolich in Which that sovered the to preserv, of other congreence had belief or by If the laws of that for billings, would apply in the size free of a contradual under of law provision such as this:

Where Lawsuite May Be Brought

Eablect to the folkiving two paregraphs, any and all lawsulls in any way inlated to this policy, shall be brought, the folkiving policy, shall be brought, he are a property in the solid property in the solid property in a state or tradeal solid journel in New Mexico. Any and all lawsulfs and solid paregraphs are tradeal solid policy, or otherwise related this pull as and the property in a state of tadeal solid parties in the Mexico, previously that such paregraphs are solided to or eather to suit in the courts aparties in this paregraphs.

If a dovered loss to property, or any other bidurrence for which govered applies brider this policy happened for the property, or any other covered to business to property, or any other covered to be brought in the ladicial district which that govered loss to property, or any other covered to be brought in the ladicial district which that govered loss to property, or any other covered loss to property, or any other covered loss to property, or any other covered loss to property.

Рада 2

08/25/2009 18:44 FAX Case 1:09-cv-00995-BB-RHS Document 1-5 Filed 10/15/09 Page 12 of 12

Northing In this throughout **Where Laweulte May de Didughi**l; shall impelitant party's tight to remove a series of the laweilt of the common and the common

All other policy terms and conditions apply: